

## PROVISIONAL AGREEMENT FOR SALE AND PURCHASE

This AGREEMENT is made on 24 March, 2025

\*ASST. COLLECTOR STAMP OFFICE HONG KONG\*  
Stamp Duty Paid 4.25%

16490000

C.R. NO:

34/981232

226030627006

18490000

BETWEEN

### I. VENDOR

(i) **WINLAND CENTRE LIMITED** (永倫中心有限公司) (Business

Registration No. 67838210) of Room 712, 7th Floor, Bank of America Tower, No. 12 Harcourt Road, Central, Hong Kong (hereinafter called "Vendor 1");

(ii) **WINLAND CULTURE LIMITED** (永倫文化有限公司) (Business Registration No. 67838105) of Room 712, 7th Floor, Bank of America Tower, No. 12 Harcourt Road, Central, Hong Kong (hereinafter called "Vendor 2");

(iii) **WINLAND PROPERTY HOLDING LIMITED** (永倫興業有限公司) (Business Registration No. 35323562) of Room 712, 7th Floor, Bank of America Tower, No. 12 Harcourt Road, Central, Hong Kong hereinafter called "Vendor 3" (Vendor 1, Vendor 2 and Vendor 3 hereinafter collectively called "the Vendor" whose liabilities and obligations under this Agreement shall be joint and not several)) on the first part;

△ Hereinafter called "Purchaser 1")

### II. PURCHASER

(i) **GOLD IN PROPERTIES LIMITED** (創金置業有限公司) and/or its

nominee(s) (Business Registration No. 77203217) of 3/F, 38 On Lok Mun Street, On Lok Tsuen, Fanling, New Territories, Hong Kong (hereinafter called "the Purchaser") on the second part; and

### III. AGENT

**Knight Frank Hong Kong Limited** (Business Registration No. 30023561 and Estate Agent (Company) Licence No. C-013197) of 4/F, Shui On Centre, 6-8 Harbour Road, Wanchai, Hong Kong (hereinafter called "the Agent") on the third part.

NOW IT IS HEREBY AGREED as follows: -

### I. PROPERTIES

The Vendor shall sell their respective Properties and the Purchaser shall purchase the same, through the Agent subject to the terms and conditions herein contained:


**Vendor 1's Property:** All Those 7/135<sup>th</sup> parts or shares of and in The Remaining Portion of Section C of Inland Lot No.2821 (Shop B on

Ground Floor of Kam Chung Building, Nos.52, 54, 56 and 58 Jaffe Road and Nos.17, 19 and 21 Fenwick Street, Hong Kong) ("Property 1").

**Vendor 2's Property:** All Those 6/135<sup>th</sup> parts or shares of and in The Remaining Portion of Section C of Inland Lot No.2821 (12<sup>th</sup> Floor of Kam Chung Building, Nos.52, 54, 56 and 58 Jaffe Road and Nos.17, 19 and 21 Fenwick Street, Hong Kong) ("Property 2").

**Vendor 3's Property:** All Those 104 /135" parts or shares of and in The Remaining Portion of Section C of inland Lot No.2821 (Shop C on Ground Floor, Shop E on Ground Floor, 2<sup>nd</sup> Floor, 3<sup>rd</sup> Floor, Office (2) No.1 and 2 on 4<sup>th</sup> Floor, 5<sup>th</sup> Floor, 6<sup>th</sup> Floor, 7<sup>th</sup> Floor, 8<sup>th</sup> Floor and Flat Roof, 9<sup>th</sup> Floor, 10<sup>th</sup> Floor, 11<sup>th</sup> Floor and Flat Roof, 13<sup>th</sup> Floor, the whole of 14<sup>th</sup> Floor and Flat Roof, 15<sup>th</sup> Floor and Flat Roof, 16<sup>th</sup> Floor, Flat Roof on Portion 17<sup>th</sup> Floor & Upper Flat Roof above 17<sup>th</sup> Floor and Western Exterior Wall, 17<sup>th</sup> Floor (also known as Penthouse) all of Kam Chung Building, Nos.52, 54, 56 and 58 Jaffe Road and Nos.17, 19 and 21 Fenwick Street, Hong Kong) ("Property 3")

(Property 1, Property 2 and Property 3 hereinafter collectively called "the said Properties") For the avoidance of doubt, the Purchaser is purchasing the Property 1, Property 2 and Property 3 together as a single property from the Vendor.

*L Rider 4* 

(Please see Attachment 1 for more detail)

## 2. PURCHASE PRICE AND PAYMENT

The purchase price of the said Properties shall be in the total sum of HK\$388,000,000.00 ("the Purchase Price") which shall be paid by the Purchaser to the Vendor respectively. The breakdown of the Purchase Price paid to the Vendor for their respective properties shall be further agreed by the Vendor and the Purchaser. The Vendor and the Purchaser hereby agree the manner of payment of the Purchase Price as follows : -

- (a) 10% of the Purchase Price shall be paid to the Vendor's solicitors as stakeholders upon signing of the Formal Agreement for Sale and Purchase as deposit ("the Deposit") and shall be released to the Vendor upon completion and sale and purchase; and.
- (b) The remaining balance 90% of the Purchase Price shall be paid on Completion Date to be agreed by the Vendor and Purchaser under the Formal Agreement for Sale and Purchase.



In order to show the Purchaser's sincerity to enter into the agreement with the Vendor, 5% of the Purchase Price will be paid by the Purchaser to the Vendor's Solicitors as earnest money ("the Earnest Money") upon signing of this Agreement. The Earnest Money shall be applied to the Deposit upon signing of the Formal Agreement for Sale and Purchase. If no Formal Agreement for Sale and Purchase can be agreed and entered into by the Vendor and the Purchaser, the Earnest Money shall be returned to the Purchaser within 3 days from the due date of signing of the Formal Agreement for Sale and Purchase.

The exact consideration for each of Property 1, Property 2 and Property 3 and payable to Vendor 1, Vendor 2 and Vendor 3 respectively shall be agreed by the Vendor and the Purchaser in the Formal Agreement for Sale and Purchase.

**3. FORMAL  
AGREEMENT FOR  
SALE AND  
PURCHASE**

Subject to the full and complete disclosure of all matters relating to the said Properties by the Vendor, the Formal Agreement for Sale and Purchase shall be agreed and signed on or before 17<sup>th</sup> April 2025

**4. COMPLETION  
DATE**

Completion shall take place on or before 31<sup>st</sup> July 2025.

**5. VENDOR'S  
SOLICITORS AS  
STAKEHOLDER**

The Deposit shall be held by the Vendor's Solicitors as stakeholder who shall only release that same the Vendor upon completion when the said Properties are assigned to the Purchaser subject as hereinafter appears but otherwise free from encumbrances.



**6. FREE FROM  
ENCUMBRANCES**

The said Properties is to be sold with good title and free from all encumbrances to the Purchaser subject to those fully and completely disclosed to and accepted by the Purchaser under the Rider 2 attached herein and the Formal Agreement for Sale and Purchase. Any title deficiency/defect of either Property 1, Property 2 or Property 3 shall be deemed as title deficiency/defect of all the said Properties

**7. VACANT  
POSSESSION \***

Upon completion, the Vendor shall deliver vacant possession of the said Properties to the Purchaser

**8. AS IS BASIS**

The said Properties are and will be sold on an "as is" basis. ~~The Purchaser~~ on signing of this Agreement fully aware and is duly satisfied that all the existence of the internal partition in and unauthorized alteration(s)/ additions(s) (hereinafter called "buildings works") of the said premises (if any). The Purchaser agrees to purchase the said Properties subject to the buildings works and shall not raise any objection and /or requisitions in respect thereof and shall not refuse to complete the purchase by reason thereof. In addition, if there is any notice or order requiring the Vendor to demolish or reinstate the buildings works had been issued or shall be issued on or before the Completion Date, the costs for such demolition or reinstatement shall be borne by the Purchaser. ~~42~~  

**9. LEGAL REPRESENTATIVE**

The Vendor shall be represented by Messrs. Bird & Bird and the Purchaser shall be represented by Messrs. Terry Yeung & Lai.

**10. LEGAL FEES**

The Vendor and the Purchaser shall each pay its own legal costs.

**11. STAMP DUTY**

The Ad Valorem Stamp Duty shall be paid by the Purchaser.

**12. PURCHASER FAILS TO PERFORM**

The Vendor acknowledges that the Purchaser's controller shareholder is a company (the "Listed Company") listed on The Stock Exchange of Hong Kong Limited (the "Stock Exchange") and that this Agreement and the purchase of the Properties by the Purchaser hereunder shall be subject to and conditional upon obtaining clearance from the Hong Kong Stock Exchange Limited (the "Stock Exchange") and obtaining the board and shareholders' approval of the Listed Company to proceed.

If the above conditions precedent cannot be fulfilled within [three] months from the date hereof, the Purchaser shall be entitled to rescind this Agreement without liability and the Deposit paid by the Purchaser shall be refunded to the Purchaser forthwith. Should the Purchaser fail to complete the purchase other than the reasons above, the Deposit paid by the Purchaser shall be forfeited to the Vendor and the Vendor shall be entitled at his absolute discretion to sell the Properties to anyone as he thinks fit provided that the Vendor shall not take any further action to pursue any

claim against or demand any compensation or specific performance from the Purchaser.

**13. VENDOR FAILS TO PERFORM**

Should the Vendor after receiving the Deposit paid by the Purchaser hereunder fail to complete the sale in accordance with the terms and conditions of the Formal Agreement for Sale and Purchase, the Vendor shall forthwith return the Deposit paid in full to the Purchaser and compensate the Purchaser a sum equivalent to the total amount of the Deposit paid by the Purchaser as liquidated damages for the Purchaser, and reimburse the Purchaser the Ad Valorem Stamp Duty provided that the Purchaser shall not take any further action to pursue any liabilities against the Vendor, including demanding other compensation or specific performance from the Vendor.

**14. AGENT'S COMMISSION**

In consideration of the services rendered by the Agent in respect of the sale and purchase of the said Properties, the Agent shall be entitled to receive 1% of the Purchase Price from the Vendor ("the Vendor Commission") and HK\$1,000,000, or (one million Hong Kong Dollars) from the Purchaser ("the Purchaser Commission") as commission. The Vendor's Commission and the Purchaser's Commission shall be paid upon completion of the sale and purchase of the said Properties.

**15. PRIOR NEGOTIATIONS**

This Agreement supersedes all prior negotiations, representation, understanding and agreements of the parties hereto.

**16. CHATTELS**

*[This clause is intentionally left blank.]*

**17. NON-RESIDENTIAL \***

It is hereby certified that the transaction hereby affected relates to non-residential premises within the meaning of Section 29A (1) of the Stamp Duty Ordinance (Cap. 117).

**18. CERTIFICATE OF VALUE**

*[This clause is intentionally left blank.]*

**19. APPOINTMENT OF AGENT \***

It is hereby declared that the Agent is the Agent for both the Vendor and the Purchaser



**20. PERSONAL  
INFORMATION  
COLLECTION  
STATEMENT**

The Vendor and the Purchaser each hereby acknowledges receipt of the Personal Information Collection Statement issued by the Agent pursuant to the Personal Data (Privacy) Ordinance (Cap 486) and agrees to the terms set out therein.

**21. RIGHT OF  
THIRD PARTIES**

The provisions of the Contract (Right of Third Parties) Ordinance (Cap 623) are hereby expressly excluded from this Agreement and / or any other documents executed pursuant thereto.

**22. LIMITATIONS  
ON CLAIMS**

The total liability of the Vendor for claims made under this Agreement and the Rider 2 hereto annexed shall not exceed the aggregate amount of the Purchase Price.

Apart from the upper limit on warranty claims, other limitation on claims which are customary to this kind of transaction (such as time limit, maximum amount claim, basket claim, de minimis claim) shall be included in the Formal Agreement for Sale and Purchase.

**23. ADDITIONAL  
TERMS**

This Agreement shall contain the additional terms as set out in the Rider 2 hereto annexed which form part of this Agreement. In case of conflict, the terms as contained in the Rider 2 shall prevail.

(Rider 1 附件 1)

| Property   | Properties  | Registered Owner                                   | Director   | Shareholder                         | Undivided Share |
|------------|---|--|--|-------------------------------------|-----------------|
| Property 1 | SHOP B ON G/F<br>KAM CHUNG BUILDING<br>NOS.52-58 JAFFE<br>ROAD<br>NOS.17-21 FENWICK<br>STREET HONG KONG | WINLAND CENTRE<br>LIMITED<br>永倫中心有限公司              | Lun Yiu Kay<br>Edwin 倫耀基,<br>Hui Kit Wai 許潔<br>慧,<br>Hui Kit Ching 許<br>結貞 | Winland Property<br>Holding Limited | 7/135           |
| Property 2 | 12/F KAM CHUNG<br>BUILDING<br>NOS.52-58 JAFFE<br>ROAD<br>NOS.17-21 FENWICK<br>STREET HONG KONG          | WINLAND CULTURE<br>LIMITED<br>永倫文化有限公司             | Lun Yiu Kay<br>Edwin 倫耀基,<br>Hui Kit Wai 許潔<br>慧,<br>Hui Kit Ching 許<br>結貞 | Winland Property<br>Holding Limited | 6/135           |
| Property 3 | SHOP C ON G/F<br>KAM CHUNG BUILDING<br>NOS.52-58 JAFFE<br>ROAD<br>NOS.17-21 FENWICK<br>STREET HONG KONG | WINLAND<br>PROPERTY<br>HOLDING LIMITED<br>永倫興業有限公司 | Lun Yiu Kay<br>Edwin 倫耀基,<br>Hui Kit Wai 許潔<br>慧,<br>Hui Kit Ching 許<br>結貞 | Winland<br>Enterprises Ltd          | 3/135           |
|            | SHOP E ON G/F<br>KAM CHUNG BUILDING<br>NOS.52-58 JAFFE<br>ROAD<br>NOS.17-21 FENWICK<br>STREET HONG KONG | WINLAND<br>PROPERTY<br>HOLDING LIMITED<br>永倫興業有限公司 | Lun Yiu Kay<br>Edwin 倫耀基,<br>Hui Kit Wai 許潔<br>慧,<br>Hui Kit Ching 許<br>結貞 | Winland<br>Enterprises Ltd          | 4/135           |
|            | 2/F KAM CHUNG<br>BUILDING<br>NOS.52-58 JAFFE<br>ROAD<br>NOS.17-21 FENWICK<br>STREET HONG KONG           | WINLAND<br>PROPERTY<br>HOLDING LIMITED<br>永倫興業有限公司 | Lun Yiu Kay<br>Edwin 倫耀基,<br>Hui Kit Wai 許潔<br>慧,<br>Hui Kit Ching 許<br>結貞 | Winland<br>Enterprises Ltd          | 8/135           |
|            | 3/F KAM CHUNG<br>BUILDING<br>NOS.52-58 JAFFE<br>ROAD<br>NOS.17-21 FENWICK<br>STREET HONG KONG           | WINLAND<br>PROPERTY<br>HOLDING LIMITED<br>永倫興業有限公司 | Lun Yiu Kay<br>Edwin 倫耀基,<br>Hui Kit Wai 許潔<br>慧,<br>Hui Kit Ching 許<br>結貞 | Winland<br>Enterprises Ltd          | 8/135           |
|            | OFFICE NO. 1 ON 4TH<br>FLOOR<br>KAM CHUNG BUILDING<br>NOS. 52-58 JAFFE<br>ROAD<br>NOS. 17-21 FENWICK    | WINLAND<br>PROPERTY<br>HOLDING LIMITED<br>永倫興業有限公司 | Lun Yiu Kay<br>Edwin 倫耀基,<br>Hui Kit Wai 許潔<br>慧,                          | Winland<br>Enterprises Ltd          | 8/135           |

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|--|---|--|--|----------------------------|-------|
|  | STREET<br>HONG KONG   |  | Hui Kit Ching 許<br>結貞  |                            |       |
|  | OFFICE NO. 2 ON 4TH<br>FLOOR<br>KAM CHUNG BUILDING<br>NOS. 52-58 JAFFE<br>ROAD<br>NOS. 17-21 FENWICK<br>STREET<br>HONG KONG | WINLAND<br>PROPERTY<br>HOLDING LIMITED<br>永倫興業有限公司 | Lun Yiu Kay<br>Edwin 倫耀基,<br>Hui Kit Wai 許潔<br>慧,<br>Hui Kit Ching 許<br>結貞 | Winland<br>Enterprises Ltd |       |
|  | 5/F KAM CHUNG<br>BUILDING<br>NOS.52-58 JAFFE<br>ROAD<br>NOS.17-21 FENWICK<br>STREET HONG KONG                               | WINLAND<br>PROPERTY<br>HOLDING LIMITED<br>永倫興業有限公司 | Lun Yiu Kay<br>Edwin 倫耀基,<br>Hui Kit Wai 許潔<br>慧,<br>Hui Kit Ching 許<br>結貞 | Winland<br>Enterprises Ltd | 8/135 |
|  | 6/F KAM CHUNG<br>BUILDING<br>NOS.52-58 JAFFE<br>ROAD<br>NOS.17-21 FENWICK<br>STREET HONG KONG                               | WINLAND<br>PROPERTY<br>HOLDING LIMITED<br>永倫興業有限公司 | Lun Yiu Kay<br>Edwin 倫耀基,<br>Hui Kit Wai 許潔<br>慧,<br>Hui Kit Ching 許<br>結貞 | Winland<br>Enterprises Ltd | 8/135 |
|  | 7/F KAM CHUNG<br>BUILDING<br>NOS.52-58 JAFFE<br>ROAD<br>NOS.17-21 FENWICK<br>STREET HONG KONG                               | WINLAND<br>PROPERTY<br>HOLDING LIMITED<br>永倫興業有限公司 | Lun Yiu Kay<br>Edwin 倫耀基,<br>Hui Kit Wai 許潔<br>慧,<br>Hui Kit Ching 許<br>結貞 | Winland<br>Enterprises Ltd | 8/135 |
|  | 8/F & FLAT ROOF KAM<br>CHUNG BUILDING<br>NOS.52-58 JAFFE<br>ROAD<br>NOS.17-21 FENWICK<br>STREET HONG KONG                   | WINLAND<br>PROPERTY<br>HOLDING LIMITED<br>永倫興業有限公司 | Lun Yiu Kay<br>Edwin 倫耀基,<br>Hui Kit Wai 許潔<br>慧,<br>Hui Kit Ching 許<br>結貞 | Winland<br>Enterprises Ltd | 7/135 |
|  | 9/F KAM CHUNG<br>BUILDING<br>NOS.52-58 JAFFE<br>ROAD<br>NOS.17-21 FENWICK<br>STREET HONG KONG                               | WINLAND<br>PROPERTY<br>HOLDING LIMITED<br>永倫興業有限公司 | Lun Yiu Kay<br>Edwin 倫耀基,<br>Hui Kit Wai 許潔<br>慧,<br>Hui Kit Ching 許<br>結貞 | Winland<br>Enterprises Ltd | 7/135 |
|  | 10/F KAM CHUNG<br>BUILDING<br>NOS.52-58 JAFFE<br>ROAD   | WINLAND<br>PROPERTY<br>HOLDING LIMITED<br>永倫興業有限公司 | Lun Yiu Kay<br>Edwin 倫耀基,<br>Hui Kit Wai 許潔<br>慧,                          | Winland<br>Enterprises Ltd | 7/135 |



|  |  |  |   |                         |       |
|--|--|--|---|-------------------------|-------|
|  | NOS.17-21 FENWICK STREET HONG KONG   |  | Hui Kit Ching 許結貞   |                         |       |
|  | 11/F & FLAT ROOF KAM CHUNG BUILDING<br>NOS.52-58 JAFFE ROAD<br>NOS.17-21 FENWICK STREET HONG KONG                  | WINLAND PROPERTY HOLDING LIMITED<br>永倫興業有限公司 | Lun Yiu Kay 倫耀基,<br>Hui Kit Wai 許潔慧,<br>Hui Kit Ching 許結貞 | Winland Enterprises Ltd | 6/135 |
|  | 13/F KAM CHUNG BUILDING<br>NOS.52-58 JAFFE ROAD<br>NOS.17-21 FENWICK STREET HONG KONG                              | WINLAND PROPERTY HOLDING LIMITED<br>永倫興業有限公司 | Lun Yiu Kay 倫耀基,<br>Hui Kit Wai 許潔慧,<br>Hui Kit Ching 許結貞 | Winland Enterprises Ltd | 6/135 |
|  | WHOLE ON 14/F AND FLAT ROOF KAM CHUNG BUILDING<br>NOS.52-58 JAFFE ROAD<br>NOS.17-21 FENWICK STREET HONG KONG       | WINLAND PROPERTY HOLDING LIMITED<br>永倫興業有限公司 | Lun Yiu Kay 倫耀基,<br>Hui Kit Wai 許潔慧,<br>Hui Kit Ching 許結貞 | Winland Enterprises Ltd | 5/135 |
|  | 15/F & FLAT ROOF KAM CHUNG BUILDING<br>NOS.52-58 JAFFE ROAD<br>NOS.17-21 FENWICK STREET HONG KONG                  | WINLAND PROPERTY HOLDING LIMITED<br>永倫興業有限公司 | Lun Yiu Kay 倫耀基,<br>Hui Kit Wai 許潔慧,<br>Hui Kit Ching 許結貞 | Winland Enterprises Ltd | 4/135 |
|  | 16/F KAM CHUNG BUILDING<br>NOS.52-58 JAFFE ROAD<br>NOS.17-21 FENWICK STREET HONG KONG                              | WINLAND PROPERTY HOLDING LIMITED<br>永倫興業有限公司 | Lun Yiu Kay 倫耀基,<br>Hui Kit Wai 許潔慧,<br>Hui Kit Ching 許結貞 | Winland Enterprises Ltd | 4/135 |
|  | 17/F (ALSO KNOWN AS PENTHOUSE)<br>KAM CHUNG BUILDING<br>NOS.52-58 JAFFE ROAD<br>NOS.17-21 FENWICK STREET HONG KONG | WINLAND PROPERTY HOLDING LIMITED<br>永倫興業有限公司 | Lun Yiu Kay 倫耀基,<br>Hui Kit Wai 許潔慧,<br>Hui Kit Ching 許結貞 | Winland Enterprises Ltd | 1/135 |

|  |   |  |  |                            |         |
|--|---|--|--|----------------------------|---------|
|  | FLAT ROOF ON<br>PORTION OF 17/F &<br>(UPPER FLAT ROOF<br>ABOVE 17/F &<br>WESTERN EXTERIOR<br>WALL) KAM CHUNG<br>BUILDING NOS.52-58<br>JAFFE ROAD<br>NOS.17-21 FENWICK<br>STREET HONG KONG | WINLAND<br>PROPERTY<br>HOLDING LIMITED<br>永倫興業有限公司 | Lun Yiu Kay<br>Edwin 倫耀基,<br>Hui Kit Wai 許潔<br>慧,<br>Hui Kit Ching 許<br>結貞 | Winland<br>Enterprises Ltd | 2/135   |
|  |   |  |  | Total                      | 117/135 |

Rider 2

Please refer to the attached Rider 2 of 4 pages  
@ *cl* *fr* *fr* *cl*

AS WITNESS the hands of the parties hereto the day and year first before written.

For and on behalf of  
WINLAND CENTRE LIMITED  
永倫中心有限公司

Edwin Lam  
Authorized Signature(s)

Signed by Vendor 1

Name EDWIN LAM

ID Number

For and on behalf of  
Knight Frank Hong Kong Limited

Wilson Cheung

Signed by the Agent

Name Wilson Cheung

Licence Number

For and on behalf of  
GOLD IN PROPERTIES LIMITED  
創金置業有限公司

Caddie Chen  
Authorized Signature(s)

Signed by the Purchaser

Name Caddie Chen

ID Number

For and on behalf of  
WINLAND CULTURE LIMITED  
永倫文化有限公司

Edwin Lam  
Authorized Signature(s)

Signed by Vendor 2

Name EDWIN LAM

ID Number

For and on behalf of  
SKY UNION PROPERTIES LIMITED  
天聯置業有限公司

[Signature]  
Authorized Signature(s)

For and on behalf of  
WINLAND PROPERTY HOLDING LIMITED  
永倫地產有限公司

Edwin Lam  
Authorized Signature(s)

Signed by Vendor 3

Name EDWIN LAM

ID Number

For and on behalf of  
PROFIT RICH MANAGEMENT LIMITED  
利富管理有限公司

[Signature]  
Authorized Signature(s)

Received from the Purchaser the initial deposit in the sum of HK\$ 19,400,000.00

\* Cash / Cheque No. 420437 Bank Hang Seng Bank Limited

Acknowledge receipt by the Vendor Edwin Lam

[Signature]

## Rider 2 to PSPA

(A) Notwithstanding anything to the contrary in this Agreement, the Purchaser hereby confirms and acknowledges that they are fully aware of the existence of the following fire notice, order, direction, judgement, court document, incident and/or issue issued or maybe issued by the Government authorities or otherwise and/or addressed or maybe addressed to the Vendors and/or registered or maybe registered against the Properties and/or in relation to the Properties (each a "**Disclosed Matter**" and collectively "**the Disclosed Matters**"):-

(a) The following order/notice is/are registered in the Land Registry against the Properties which is still outstanding and affecting the Properties:-

- (i) Order No. C/TB/001477/23/HK under S.24(1) of the Buildings Ordinance with Plan registered in the Land Registry by Memorial No.23072700620075 (re: common part(s) only); and
- (ii) Order No. C/TB/003726/23/HK under S.24(1) of the Buildings Ordinance registered in the Land Registry by Memorial No.23121502080338 (re: common part(s) only).

(b) The following judgement(s)/ court document(s) is/are registered in the Land Registry against the Properties in relation to adverse possession of the Properties:-

- (i) Sealed copy of Judgment with plan under the High Court Action No.1581 of 2017 registered in the Land Registry by Memorial No.24030601470029 (re the Relevant Part as coloured Brown in plan attached as Annexure I), which is the adverse possession action brought by Chan Wing Tong against The Incorporated Owners of Kam Chung Building (Jaffe Road) who is one of the defendants and appellants (the "**IO**") and the Vendors; and
- (ii) Certified true copy Notice of Appeal under CACV No.99 of 2024 registered in the Land Registry by Memorial No.24032501620013, which is the appeal taken out by the IO against the judgment made by the Honourable Madam Justice B Chu in High Court Action No.1581 of 2017.

(Collectively, the "**Adverse Possession Case**")

(c) Sealed copy of Judgment in the Land Tribunal of The Hong Kong Special Administrative Region Land Compulsory Sale Main Application No.LDCS 7000/2022 registered in the Land Registry by Memorial No.24050200870019, registered in the Land Registry against the Properties.

(d) The directions and findings set out in the following table have been imposed and discovered by the Fires Services Department, Water Supplies Department and Buildings Department:-

### Fires Services Department

| <u>Item</u> | <u>Reference No.</u> |
|-------------|----------------------|
| 1)          | FSD/FSI/1756/2019    |
| 2)          | FSD/FSI/1757/2019    |
| 3)          | FSD/FSI/1759/2019    |

*Handwritten signature*

|     |                   |
|-----|-------------------|
| 4)  | FSD/FSI/1761/2019 |
| 5)  | FSD/FSI/1762/2019 |
| 6)  | FSD/FSI/1764/2019 |
| 7)  | FSD/FSI/1765/2019 |
| 8)  | FSD/FSI/1766/2019 |
| 9)  | FSD/FSI/1767/2019 |
| 10) | FSD/FSI/1768/2019 |
| 11) | FSD/FSI/1769/2019 |
| 12) | FSD/FSI/1770/2019 |
| 13) | FSD/FSI/1771/2019 |
| 14) | FSD/FSI/1772/2019 |
| 15) | FSD/FSI/1773/2019 |
| 16) | FSD/FSI/1774/2019 |
| 17) | FSD/FSI/1775/2019 |
| 18) | FSD/FSI/1776/2019 |
| 19) | FSD/FSI/1777/2019 |
| 20) | FSD/FSI/1778/2019 |
| 21) | FSD/FSI/1779/2019 |

Water Supplies Department

|    |                          |
|----|--------------------------|
| 1) | 8090923533 of 8090917585 |
|----|--------------------------|

Buildings Department

|    |                 |
|----|-----------------|
| 1) | BD FSI/01161/06 |
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(e) A Notice No. UMB/MB031205-007/0001 under S.30B(3) of the Buildings Ordinance was issued by the Buildings Department and registered in the Land Registry by Memorial No.23112200970148 (re: common part(s) only) and a Mandatory Building Inspection Report was filed at the Buildings Department on 24 December 2024.

(f) Open flat roofs on 11/F, 14/F and 17/F of the Properties under the building plan has been covered.

Unless otherwise agreed in Rider 2, the Purchaser is not entitled to raise any requisition or objection in respect of any of the Disclosed Matters and all matters related or ancillary thereto and is not entitled to make request for any deduction of the purchase price or compensation and the Purchaser will not be allowed to refuse to complete the purchase of the Properties on this ground. The Purchaser hereby further waives any right to claim against the Vendors for, and the Vendors shall have no liability whatsoever to the Purchaser or to any other person in respect of any loss, damage or cost which the Purchaser or any other person may suffer or incur as a result of the existence of any of the Disclosed Matters.

(B) The Purchaser hereby confirms and acknowledge that all notices, orders and directions received by any of the Vendors in respect of the Properties or any part thereof on or before Completion ("**Pre-Completion Notices**") shall not obligate any of the Vendors

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to perform or conduct any remedial or rectification works. The Purchaser hereby confirms and acknowledges that the Vendors shall have no responsibility in respect of any costs and expenses associated with or arising from any remedial or rectification works related to any of the Pre-Completion Notices.

Notwithstanding the above, the Vendors hereby confirms that they will bear up to half of the aggregate fine or penalty arising from the Pre-Completion Notices provided that the following conditions are fulfilled:-

- (a) the order or decision is handed down or issued by the court setting out the amount(s) of fine or penalty within 24 months from the Completion Date; and
- (b) the aggregate amount of such fine or penalty has reached or exceeded HK\$1 million; and
- (c) The Purchaser shall use best endeavours to fulfil or perform all necessary remedial works in respect of the Pre-Completion Notice following Completion and within the prescribe timeframe in the Pre-Completion Notices.

For the avoidance of doubt, the Purchaser will not be allowed to refuse to complete the purchase of the Properties on the basis of the Pre-Completion Notices.

(C) With respect to the Adverse Possession Case:-

- (a) the Vendors hereby confirm and acknowledge that they will file a notice of discontinuance in respect of CACV No.99 of 2024; and
- (b) the Vendors hereby confirm and acknowledge that they will bear the legal costs and expenses incurred in the Adverse Possession Case by the IO (for their own costs and costs of the opposing party), which shall include the cost order against the IO, before the Completion Date (the "**Legal Costs**"), and that they will settle the Legal Costs as soon as the exact amounts have been taxed and ascertained (if any)(including the costs of taxation).

(D) The Vendors shall be responsible for all deficit shown in the Balance Sheet of the IO's account up to the Completion Date. With regard to the following outstanding contribution (the "**Outstanding Contributions**") owed by the Minority Owners hereinafter defined, the Purchaser shall procure the IO to use reasonable endeavours to take steps to recover the Outstanding Contributions (and the costs of taking such steps to recover the Outstanding Contributions shall be borne by the Vendors provided that the Vendors shall have the right to nominate the relevant professional advisers (including legal advisers) for such purpose) and if the Purchaser or the IO succeeds in recovering all or part of the Outstanding Contributions from any minority owners below after the Completion:-

- (a) the outstanding contribution by other minority owners of Kam Chung Building (the "**Building**"), namely Chang Sai Ho (formerly known as Law Wai Kun), Volant Rich Limited and Kanco Development Limited (collectively, the "**Minority Owners**") to the Legal Costs; and
- (b) the outstanding contributions by the Minority Owners of the Building to the management items (such as management fees and repairment fees for compliance of previous Building Orders of the Building and any ancillary legal costs thereto) based on the resolutions passed by the IO.



the Purchaser shall forthwith notify the Vendors and that such money shall be held on trust by the IO on behalf of the Vendors and be returned forthwith without the need for any prior notice from the Vendors. Furthermore, the Vendors and the Purchaser shall enter into a separate deed in respect of this agreement for Outstanding Contributions. The obligations created under the above arrangements shall survive the Completion.

- (E) The Vendors hereby warrant that the amount of the Purchase Price is sufficient to fully discharge and release all existing mortgage(s) against the Properties. The Vendors further agree with the Purchaser that upon signing of this Agreement, the Vendors shall not further mortgage, charge, let or otherwise dispose of the Properties or cause or permit any further encumbrance to be created on the Properties.

The Purchaser hereby expressly waives all its rights and agrees not to raise any objection in relation the above. Furthermore, the Purchaser is not entitled to make request for any deduction of the purchase price or compensation and the Purchaser will not be allowed to refuse to complete the purchase of the Properties on this ground.

- (F) The Vendors shall provide reasonable assistance to ensure a smooth transition of the IO from the Vendor to the Purchaser before Completion.
- (G) The Vendors hereby confirms and acknowledges that they would write to the relevant government department and competent authority upon the signing of this Agreement authorising the Purchaser's authorised person(s) to have access of all correspondence, documents and information in respect of the Disclosed Matters above.
- (H) The Vendors hereby confirm and acknowledge that the authorised person(s) of the Purchasers will be allowed unlimited access to the Building after the signing of this Agreement to carry out any necessary inspections in relation to the Disclosed Matters or any notice or order or direction or finding from the Government or any other competent authority or the manager of the Properties discovered before the Completion Date upon reasonable notice to the management office at the Building.

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Rider 3 to PASP

(ii) SKY UNION PROPERTIES LIMITED (天聯置業有限公司) [Business Registration No.77455852] of 3/F, 38 On Lok Mun Street, On Lok Tsuen, Fanling, New Territories, Hong Kong (hereinafter called "Purchaser 2"); and

(iii) PROFIT RICH MANAGEMENT LIMITED (利富管理有限公司) [Business Registration No.76886464] of 3/F, 38 On Lok Mun Street, On Lok Tsuen, Fanling, New Territories, Hong Kong (hereinafter called "Purchaser 3").

(Purchaser 1, Purchaser 2 and Purchaser 3 hereinafter collectively called "the Purchaser" whose liabilities and obligations under this Agreement shall be joint and not several)

Rider 4 to PASP

Subject to further confirmation from the Purchaser, the Purchaser shall tentatively take up the said Properties in the following manners:

1. GOLD IN PROPERTIES LIMITED shall take up the Assignment of Shops B, C and E on Ground Floor of Kam Chung Building, Nos.52, 54, 56 and 58 Jaffe Road and No.17, 19 and 21 Fenwick Street, Hong Kong.
2. SKY UNION PROPERTIES LIMITED shall take up the Assignment of 8<sup>th</sup> Floor, and Flat Roof, 9<sup>th</sup> Floor, 10<sup>th</sup> Floor, 11<sup>th</sup> Floor and Flat Roof, 12<sup>th</sup> Floor, 13<sup>th</sup> Floor, the whole of 14<sup>th</sup> Floor and Flat Roof, 15<sup>th</sup> Floor and Flat Roof, 16<sup>th</sup> Floor, 17<sup>th</sup> Floor (also known as Penthouse) and Flat Roof on Portion of 17<sup>th</sup> Floor & Upper Flat Roof above 17<sup>th</sup> Floor and Western Exterior Wall of Kam Chung Building, Nos.52, 54, 56 and 58 Jaffe Road and No.17, 19 and 21 Fenwick Street, Hong Kong.
3. PROFIT RICH MANAGEMENT LIMITED shall take up the Assignment of 2<sup>nd</sup> Floor, 3<sup>rd</sup> Floor, Office No.1 and Office No.2 on 4<sup>th</sup> Floor, 5<sup>th</sup> Floor, 6<sup>th</sup> Floor, and 7<sup>th</sup> Floor of Kam Chung Building, Nos.52, 54, 56 and 58 Jaffe Road and No.17, 19 and 21 Fenwick Street, Hong Kong.

